

## Fill in this information to identify the case:

Debtor 1 Michael Courson

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Middle District of NC  
(State)

Case number 17-80757

## Official Form 410S1

## Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: U.S. Bank Trust National Association, as  
Trustee of the Lodge Series III Trust

Court claim no. (if known): 1

Last 4 digits of any number you use to  
identify the debtor's account: 9265

Date of payment change:  
Must be at least 21 days after date 06 / 01 / 2020  
of this notice

New total payment: \$ 596.61  
Principal, interest, and escrow, if any

## Part 1: Escrow Account Payment Adjustment

## 1. Will there be a change in the debtor's escrow account payment?

☒ No

☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: \_\_\_\_\_

Current escrow payment: \$ \_\_\_\_\_

New escrow payment: \$ \_\_\_\_\_

## Part 2: Mortgage Payment Adjustment

## 2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?

☐ No

☒ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: \_\_\_\_\_

Current interest rate: 5.250 %

New interest rate: 3.250 %

Current principal and interest payment: \$ 494.18

New principal and interest payment: \$ 438.94

## Part 3: Other Payment Change

## 3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

☒ No

☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: \_\_\_\_\_

Current mortgage payment: \$ \_\_\_\_\_

New mortgage payment: \$ \_\_\_\_\_

Debtor 1

Michael Courson

First Name

Middle Name

Last Name

Case number (if known) 17-80757

**Part 4: Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

☐ I am the creditor.

☒ I am the creditor's authorized agent.

**I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.**

**X** /s/ Michelle R. Ghidotti-Gonsalves

Signature

Date 05 / 03 / 2020

Print:

Michelle R. Ghidotti-Gonsalves

First Name

Middle Name

Last Name

Title AUTHORIZED AGENT

Company

Ghidotti Berger LLP

Address

1920 Old Tustin Ave

Number

Street

Santa Ana, CA 92705

City

State

ZIP Code

Contact phone

(949 ) 427 - 2010

Email

bknotifications@ghidottiberger.com



BSI Financial Services

314 S Franklin St. / Second Floor PO Box 517

Titusville PA 16354

Toll Free: 800-327-7861

Fax: 814-217-1366

myloanweb.com/BSI

Licensed as Servis One, Inc. dba BSI Financial Services.

March 21, 2020

ESTATE OF BRENDA L COURSON  
 6619 MOORES MILL RD  
 C/O WILLIAM D GENTRY III  
 ROUGEMONT NC 27572

Loan Number:

Property Address: 369 MEGANS RUN  
 ROXBORO NC 27573

Dear ESTATE OF BRENDA L COURSON:

**Changes to Your Mortgage Interest Rate and Payments on 05/01/20**

Under the terms of your Adjustable-Rate Mortgage (ARM), you had a 012 month(s) period during which your interest rate stayed the same. That period ends on 05/01/20, so on that date your interest rate and mortgage payment change. After that, your interest rate may change every 12 month(s) for the rest of your loan term.

	Current Rate and Monthly Payment	New Rate and Monthly Payment
Interest Rate	5.25000%	3.25000%
Principal	\$ 238.38	\$ 287.85
Interest	\$ 255.80	\$ 151.09
Escrow (Taxes and Insurance)	\$ 157.67	\$ 157.67
<b>Total Monthly Payment</b>	\$ 651.85	\$ 596.61 due June 1, 2020

**Interest Rate:** We calculated your interest rate by taking a published "index rate" and adding a certain number of percentage points, called the "margin." Under your loan agreement, your index rate is 0.38000% and your margin is 2.75000%. The 1 YEAR TREASURY is published Weekly in FEDERAL RESERVE.

Licensed as Servis One, Inc. dba BSI Financial Services.

BSI NMLS # 38078. Customer Care Hours: Mon. - Fri. 8:00 am to 11:00 pm (ET) and Sat. 8:00 am to 12:00 pm (ET). North Carolina Collection Agency Permit (# 112507).

If you have filed a bankruptcy petition and there is an "automatic stay" in effect in your bankruptcy case or you have received a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If either of these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.



BSI Financial Services

314 S Franklin St. / Second Floor PO Box 517

Titusville PA 16354

Toll Free: 800-327-7861

Fax: 814-217-1366

myloanweb.com/BSI

**Rate Limit(s):** Your rate cannot go higher than 10.25000% over the life of the loan. Your rate can change each year by no more than 2.00000%. We did not include an additional 0.00000% interest rate increase to your new rate because a rate limit applied. This additional increase may be applied to your interest rate when it adjusts again on 05/01/21.

**New Interest Rate and Monthly Payment:** The table above shows your new interest rate and new monthly payment. Your new payment is based on the 1 YEAR TREASURY, your margin, 2.75000% your loan balance of \$ 55,788.16, and your remaining loan term of 156 months.

**Prepayment Penalty:** None

**If You Anticipate Problems Making Your Payments:**

- Contact the Customer Care Department at 1-800-327-7861 as soon as possible.
- If you seek an alternative to upcoming changes to your interest rate and payment, the following options **may** be possible (most are subject to lender approval):
  - Refinance your loan.
  - Sell your home and use the proceeds to pay off your current loan.
  - Modify your loan terms with investor.
  - Payment forbearance temporarily gives you more time to pay your monthly payment.
- If you would like contact information for counseling agencies or program in your area, call the U.S. Department of Housing and Urban Development (HUD) at 1-800-569-4287 or visit [www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm](http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm), or the U. S. Consumer Finance Protection Bureau (CFPB) at <http://www.consumerfinance.gov> . If you would like to contact information for state housing finance agency, contact U.S. Consumer Finance Protection Bureau (CFPB) at <http://www.consumerfinance.gov/mortgagehelp>.

Should you have any questions regarding this notice, please reach out to JESSE MCCARTHY, you Single Point of Contact for this loan, at 1-888-738-5873.

BSI Financial Services  
314 S Franklin St, 2<sup>nd</sup> Floor  
Titusville, PA 16354  
NMLS # 38078; # 1195811

If you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case or you have received a discharge of your personal liability for the obligation

**Licensed as Servis One, Inc. dba BSI Financial Services.**

BSI NMLS # 38078. Customer Care Hours: Mon. - Fri. 8:00 am to 11:00 pm (ET) and Sat. 8:00 am to 12:00 pm (ET). North Carolina Collection Agency Permit (# 112507).

If you have filed a bankruptcy petition and there is an "automatic stay" in effect in your bankruptcy case or you have received a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If either of these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.



**BSI Financial Services**

314 S Franklin St. / Second Floor PO Box 517

Titusville PA 16354

Toll Free: 800-327-7861

Fax: 814-217-1366

[myloanweb.com/BSI](http://myloanweb.com/BSI)

identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.

GR-2003-07242017\_CA08082014

**Licensed as Servis One, Inc. dba BSI Financial Services.**

BSI NMLS # 38078. Customer Care Hours: Mon. - Fri. 8:00 am to 11:00 pm (ET) and Sat. 8:00 am to 12:00 pm (ET). North Carolina Collection Agency Permit (# 112507).

If you have filed a bankruptcy petition and there is an "automatic stay" in effect in your bankruptcy case or you have received a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If either of these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.

Michelle R. Ghidotti-Gonsalves, Esq. (SBN 232837)

L. Bryant Jaquez, Esq. (SBN 252125)

GHIDOTTI | BERGER, LLP

1920 Old Tustin Ave.

Santa Ana, CA 92705

Ph: (949) 427-2010

Fax: (949) 427-2732

bjaquez@ghidottiberger.com

Authorized Agent for Creditor

U.S. Bank Trust National Association, as Trustee of the Lodge Series III Trust

UNITED STATES BANKRUPTCY COURT

MIDDLE DISTRICT OF NORTH CAROLINA – DURHAM DIVISION

In Re:	)	CASE NO.: 17-80757
	)	
Michael Courson,	)	CHAPTER 13
	)	
Debtors.	)	<b>CERTIFICATE OF SERVICE</b>
	)	
	)	
	)	
	)	
	)	
	)	
	)	
	)	

**CERTIFICATE OF SERVICE**

I am employed in the County of Orange, State of California. I am over the age of eighteen and not a party to the within action. My business address is: 1920 Old Tustin Ave., Santa Ana, CA 92705.

I am readily familiar with the business's practice for collection and processing of correspondence for mailing with the United States Postal Service; such correspondence would be deposited with the United States Postal Service the same day of deposit in the ordinary course of business.

On May 8, 2020 I served the following documents described as:

- NOTICE OF MORTGAGE PAYMENT CHANGE**

on the interested parties in this action by placing a true and correct copy thereof in a sealed envelope addressed as follows:

(Via United States Mail)

**Debtor**

Michael Courson  
369 Megan Run  
Roxboro, NC 27574

**Debtor's Counsel**

Joe Charles Weinberger, Jr.  
118 N. Main St.  
P. O. Box 1215  
Roxboro, NC 27573

**Chapter 13 Trustee**

Richard M. Hutson, II  
Chapter 13 Office  
3518 Westgate Drive  
Suite 400  
Durham, NC 27707

xx (By First Class Mail) At my business address, I placed such envelope for deposit with the United States Postal Service by placing them for collection and mailing on that date following ordinary business practices.

       Via Electronic Mail pursuant to the requirements of the Local Bankruptcy Rules of the Eastern District of California

xx (Federal) I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on May 8, 2020 at Santa Ana, California

/s / Jeremy Romero  
Jeremy Romero